



**Montana Fish,  
Wildlife & Parks**

## INVITATION FOR BID

### THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks  
Purchasing Unit  
930 West Custer Avenue  
P. O. Box 200701  
Helena, Montana 59620-0701  
Phone: (406) 495-3249  
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: FWP 040071

Bid Title: Portable and Permanent  
Toilet Service

Pages: 1-7 (ATTACHMENT A)  
Contact Mary House (406)495-3249 for a  
copy of Attachment A.

BIDS will be received and publicly opened at **2:00 p.m.** on:  
  
Friday, October 24, 2003

Issued by:  
  
Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN  
ADDRESS WITH THE FOLLOWING:**

FWP 040071  
10/24/03

**RETURN YOUR BID TO:**

Department of Fish, Wildlife & Parks  
930 West Custer Avenue  
P.O. Box 200701  
Helena, MT 59620-0701

**SPECIAL INSTRUCTIONS:** BIDS will be received and publicly opened at:  
  
Department of Fish, Wildlife & Parks (Warehouse)  
930 West Custer Avenue  
Helena, MT 59620

### PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ( )

Fax: ( )

Bidder Name:  
(please print)

Federal I.D.  
No.:

Signature of  
Bidder:

**IMPORTANT  
SEE STANDARD TERMS & CONDITIONS**

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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Revised 3/03

BILL TO: FISH WILDLIFE & PARKS  
MARTY WATKINS  
490 N MERIDIAN RD  
KALISPELL MT 59901

PROJECT SITE: VARIOUS LOCATIONS

I. GENERAL INFORMATION AND REQUIREMENTS

A. INSURANCE REQUIREMENT

1) WORKERS' COMPENSATION/INDEPENDENT CONTRACTORS EXEMPTION

The contractor is required to supply the Fish, Wildlife and Parks (FWP) Purchasing Unit with proof of Workers' Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the State of Montana. (Ref: Section 39-71-120/401/405, MCA) Neither the contractor nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the FWP Purchasing Unit within ten (10) working days of the Request for Documents Notice.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446

2) COMMERCIAL GENERAL LIABILITY

The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

This certificate MUST name FWP as an additional insured under the contractors' policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages, must be filed with the FWP Purchasing Unit within (10) working days of Notice of Award. Contracts WILL NOT be issued to contractors who fail to submit the insurance certification.

B. ON-SITE REQUIREMENTS

Each vendor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful vendor of their obligations to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the contract pending inspection by the owner

or their representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The contractor shall respond within seven (7) calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the owner may have the work corrected at the expense of the contractor.

C. CLEAN-UP

- 1) The contractor shall keep the premises free from debris and accumulation of waste;
- 2) Remove all construction smears and stains from finished surfaces;
- 3) Remove all surplus materials, tools and construction equipment before requesting final payment from the FWP.

D. CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in (1) year intervals for a period not to exceed (2) additional years.

II. SPECIFICATIONS FOR WORK

Region One Montana Fish, Wildlife and Parks (FWP) seek bids for installation and service of portable toilets, and maintenance of permanent vault toilets at the Thompson Chain of Lakes Fishing Access Site in Flathead and Lincoln Counties. The contractor will supply and install up to 14 portable toilets and service up to 12 existing permanent vault toilets. Please see accompanying map (Attachment A) for vault and portable toilet locations. This contract will be valid November 1, 2003 through October 31, 2004.

A. Contractor Responsibilities

- 1) Provide and install up to 14 portable toilets at FWP designated locations along the Thompson Chain of Lakes. Contractor will service all portable toilets and permanent vault toilets according the following schedule: Twice in May, prior to and following Memorial Day weekend, once per week June through August, and once every other week in September and October. Select toilets will be serviced periodically November through April based on need as determined by FWP personnel.
- 2) Service of the portable units consists of pumping and disposal of waste, restocking of toilet paper, and washing interior surfaces of unit. Gravel will be placed at the entrance of units if mud becomes a problem. Service of FWP permanent vault toilets consists of toilet paper restocking and interior cleaning, including the riser cone. Pumping of FWP permanent vault toilets is not included in this contract.
- 3) Contractor shall supply all cleaning supplies and toilet paper.

III. AWARD PROCESS

Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid FWP 040071.

#### IV. QUOTE SECTION

Provide labor, equipment, material and incidental as required to install and service of portable toilets, and maintenance of permanent vault toilets at Thompson Chain of Lakes Fishing Access Sites in Flathead and Lincoln Counties as detailed above.

Vendors should also consider costs associated with vandalism. Portable toilets have been damaged or destroyed in the past.

1. Cost per service per vault for porta-toilets: \$ \_\_\_\_\_
2. Cost per service per vault for permanent vault toilets: \$ \_\_\_\_\_
3. Cost of delivery of new porta-toilets:
  - a. Cost per mile: \$ \_\_\_\_\_
  - b. Cost per installation: \$ \_\_\_\_\_
4. Cost for additional service over once per week:
  - a. One (1) unit: \$ \_\_\_\_\_
  - b. Two (2) units: \$ \_\_\_\_\_
  - c. Three (3) units: \$ \_\_\_\_\_

#### NOTE TO VENDORS:

- A) Failure to display Invitation For Bid FWP 040071 on your sealed bid envelope may result in bid disqualification.

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#### HAVE YOU REMEMBERED TO:

- \* Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- \* Mark envelope or box with bid number and opening date in upper left hand corner
- \* Review "Standard Terms and Conditions"
- \* Sign your bid on the cover sheet
- \* Initial all bid/pricing changes you made
- \* Review and complete all listed requirements to ensure compliance
- \* Include literature (if requested)
- \* Include Montana-Made preference affidavit, if applicable
- \* Have current Montana resident preference affidavit in place, if applicable